

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 6	
2. Amendment/Modification No. P00037		3. Effective Date 2003NOV17		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBC EARL RASHID (586)574-8278 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: RASHIDE@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA NORTHERN EUROPE (UNITED KINGDOM) PCS 826, BOX 55 LOUDWATER UNITED KINGDOM FPO, AE 09420-0055		Code SUK12A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) WFEL LIMITED P.O. BOX 41, CROSSLEY ROAD HEATON CHAPEL, STOCKPORT SK4 5BD STOCKPORT, GB UNITED KINGDOM TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-L032	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000JUN09	
Code K7705		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AK NET INCREASE: \$30,796,072.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input checked="" type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2006JUL30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) GLORIA MCCracken MCCRACKG@TACOM.ARMY.MIL (586)574-6524			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003NOV17	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this unilateral Modification P00037 is to call-up Program Year 5 as follows:
- a. Section B, CLIN 5001AA, is modified to call-up Program Year 5 for a total of eight (8) DSB production units (NSN: 5420-01-469-7479). The level unit price for one (1) each DSB is set forth in CLIN 5001AA at \$3,849,509.00 for a total firm-fixed price of \$30,796,072.00. Detailed shipping instructions for these units will be provided by formal modification at a later date.
- b. Section H, Paragraph H.2.1 is modified to reflect all additional funding made by modification since the fourth program year call-up, and the additional funds available for this fifth program year call-up.
2. As a result of Modification P00037, the total quantity of DSB systems is increased by 8 from 24 to 32 systems resulting in a new contract funding amount of \$123,806,742.43.
3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 038 ***

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Name of Offeror or Contractor: WFEL LIMITED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>HDSB PRODUCTION UNITS</u></p> <p>PROGRAM YEAR: 5 NOUN: DSB - HDWR 8 DSB SYSTEMS PRON: P146K0012T PRON AMD: 01 ACRN: AK AMS CD: 53152831119</p> <p>The Unit Price for each HDSB in PY 5 is \$3,849,509.00. See Paragraph H.2.7 for Call-up Dates.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV43103001 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 4 29-APR-2005 002 4 31-OCT-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	8	EA	\$ 3,849,509.000	\$ 30,796,072.00

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
5001AA	P146K0012T 53152831119 A14P51191C2T	AK 2 4ZCB01	\$ 0.00	\$ 30,796,072.00	\$ 30,796,072.00
NET CHANGE				\$ 30,796,072.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AK	21 42035000041C1C09P53152831E1 S20113	W56HZV	\$ 30,796,072.00
NET CHANGE				\$ 30,796,072.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 93,010,670.43	\$ 30,796,072.00	\$ 123,806,742.43

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

*REVISED PER MOD P00037

H.1 LIMITATION OF PRICE & CONTRACTOR OBLIGATION

H.1.1 Funds Availability

Funds available for performance of this contract are described in the Availability of Funds clause (Section H.2). The amount of funds available at award is not sufficient for any program year other than the First Program Year. When additional funds are available for the requirements of the next succeeding program year, the Contracting Officer shall, not later than the date(s) set forth in the Availability of Funds clause, so notify the Contractor in writing. The Contracting Officer shall also modify the amount of funds described in the Availability of Funds clause as available for contract performance. This procedure shall be called program year call-up and shall apply for each successive program year.

H.1.1.2 Contract Cost Occurrence

The Contractor is not obligated to incur costs for the performance required under any program year that has not been called-up. Upon program year call-up, the Contractor's obligation shall increase only to the extent contract performance is required for the additional CLINs for which funds are made available.

H.1.1.3 Government Obligations

The Government is not obligated to the Contractor for any amount over that described in the Availability of Funds clause as available for contract performance, except in the case of program cancellation or Termination for Convenience of the Government.

H.1.1.4 Government Liability

In the event of program cancellation the Government's maximum liability is the amount described in the Availability of Funds clause as available for performance plus the appropriate cancellation ceiling contained in the Cancellation Ceilings clause.

H.1.1.5 Definitions

The definition of the total contract price under the Termination for Convenience of the Government clause of this contract is the amount described in the Availability of Funds clause as available for performance plus the appropriate cancellation ceiling contained in the Cancellation Ceilings clause. The definition of work under the contract in that clause shall mean the work under program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

H.2 AVAILABILITY OF FUNDS

H.2.1 Funds Available

Pursuant to clause H.1, Limitations of Price and Contractor Obligations, funds are available for the performance of this contract in the following amounts:

FIRST Program Year	\$13,362,352.00
SECOND Program Year	\$15,398,036.00
THIRD Program Year	\$18,076,079.00
FOURTH Program Year	\$43,185,497.00*
FIFTH Program Year	\$30,796,072.00*

H.2.2 Funds amount

The amount of funds set forth above is only sufficient for the year(s) that contains an entry.

H.2.3 Call-up Precedence

No program year can be called up until after the preceding year has been called-up.

H.2.4 Second Year Call-up Dates

Unless a later date is agreed to between the parties, the second program year shall be called-up per H.2.1 on or before 9 FEB 2001.

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*** END OF NARRATIVE H 008 ***